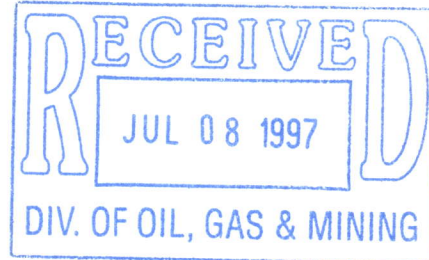


BRUSHWELLMAN
ENGINEERED MATERIALS

Brush Wellman Inc.
P.O. Box 815
Delta, Utah 84624
Phone 801/864-2701

Mr. Tom Munson
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, UT 84114-5801



Re: Reclamation Contract and Surety Bond - Hogs Back Mine, M/023/053

Dear Mr. Munson:

Enclosed are the Reclamation Contract and Surety Bond executed by Brush Wellman and Aetna Casualty and Surety Co. of America.

If you need anything further, please contact me at (801) 864-1223, Greg Hawkins at (801) 864-1211, or John Wagner at (801) 864-5556. We appreciate the assistance you and your staff have provided in the preparation of the permitting documents for the Hogs Back Mine.

Sincerely,

A handwritten signature in cursive script, reading "Susan B. Callister".

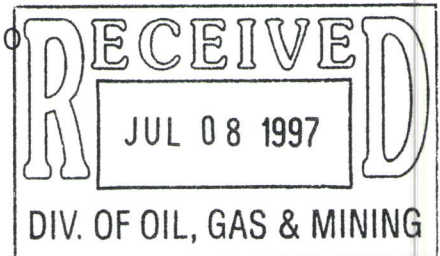
Susan B. Callister
Plant Accountant

cc: Greg Hawkins
John Wagner
Legal File

Effective Date Aug 4, 1997

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING

1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940



COPY

RECLAMATION CONTRACT

---ooOoo---

Released 1-10-07
COMPLETED

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M-023-053
(Mineral Mined) Beryllium Ore

"MINE LOCATION":
(Name of Mine) Hogs Back Project
(Description) Located near the Thomas Range,
Juab County, northwest of the town
of Delta, Millard County, Utah.

"DISTURBED AREA":
(Disturbed Acres) Approximately 18 acres
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) Brush Wellman Inc.
(Address) P.O. Box 815
Delta, UT 84624
(Phone) (801) 864-2701

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

Aon Risk Services, Inc. of Ohio

1100 Superior Ave.

Suite 1400

Cleveland, OH 44114

(216) 621-7000

"OPERATOR'S OFFICER(S)":

President & CEO, Gordon Harnett

Vice President, Carl Cramer

Secretary/Treasurer, Michael C. Hasychak

Director Utah Oper., Donald J. McMillan

"SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Aetna Casualty & Surety Company of America
Bond #

"SURETY AMOUNT":

(Escalated Dollars)

\$40,000.00

6-27-01
increased to
\$47,600

2/7/05
reduced to
\$7,700.00

"ESCALATION YEAR":

2001

2006

2007

"STATE":

"DIVISION":

"BOARD":

COPY

State of Utah

Division of Oil, Gas and Mining

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

COMPLETED

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Brush Wellman, Inc. the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M-023-053 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated April 14, 1997, and the original Reclamation Plan dated April 14, 1997. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance

with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the

parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

Brush Wellman, Inc.

Operator Name

By: Donald J. McMillan

Authorized Officer (Typed or Printed)

Donald J. McMillan
Authorized Officer's Signature

6/17/97
Date

SO AGREED this 30TH day of July, 1997

COPY

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY Dave D. Lauriski
Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

COMPLETED

parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

Brush Wellman, Inc.

Operator Name

By: Donald J. McMillan

Authorized Officer (Typed or Printed)

Donald J. McMillan

Authorized Officer's Signature

6/17/97

Date

SO AGREED this 30th day of July, 1997

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY

Dave D. Lauriski

Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

COPY

COMPLETED

DIVISION OF OIL, GAS AND MINING:

By


James W. Carter, Director

Date

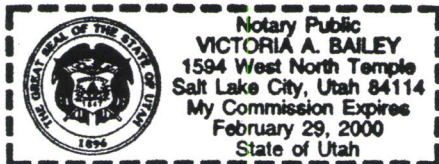
8/4/97


STATE OF UTAH)

) ss:

COUNTY OF SALT LAKE)

On the 4th day of August, 19 97, personally appeared before me JAMES W. CARTER, who being duly sworn did say that he/~~she~~, the said JAMES W. CARTER is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.




Notary Public
Residing at: SALT LAKE CITY, UTAH

February 29, 2000
My Commission Expires:

COPY

COMPLETED

OPERATOR:

Brush Wellman, Inc.

Operator Name

By Donald J. McMillan, Director Utah Operations
Corporate Officer - Position

Date

6/17/97

Donald J. McMillan
Signature

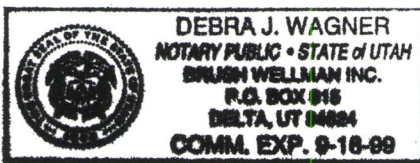
STATE OF Utah)

) ss:

COUNTY OF Millard County)

COPY

On the 17TH day of JUNE, 19 97, personally
appeared before me DONALD J. MCMILLAN who being by
me duly sworn did say that he/she, the said DONALD J. MCMILLAN
is the DIRECTOR, UTAH OPERATIONS of BRUSH WELLMAN INC.
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
DONALD J. MCMILLAN duly acknowledged to me that said
company executed the same.



Debora J. Wagner
Notary Public
Residing at: *Delta, Utah*

9/18/99
My Commission Expires:

COMPLETED

ATTACHMENT "A"

<u>Brush Wellman, Inc.</u>	<u>Hogs Back Project</u>
Operator	Mine Name
<u>M-023-053</u>	<u>Juab County</u> County, Utah
Permit Number	

The legal description of lands to be disturbed is:

SW₄ and SE₄ of Section 35, T12S, R12W SLBM and in Lot 2 and Lot 3 of Section 2, T13S, R12W, SLBM.

COPY

COMPLETED

ATTACHMENT B

MR FORM 5

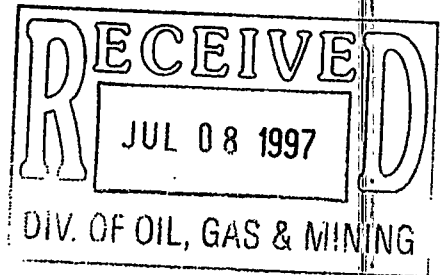
June 10, 1996

Bond Number

Permit Number M-023-053

Mine Name Hogs Back Project

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Brush Wellman, Inc., as Principal, and Aetna Casualty & Surety Company of America, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of Forty thousand and no/100 ----- dollars (\$ 40,000.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on the 4th day of August, 1997, that approx. 18 acres of land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

COMPLETED

Released
Jan. 10.07

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Brush Wellman, Inc.
Principal (Permittee)

6/17/97
Date

Donald J. McMillan
By (Name typed):

Director Utah Operations
Title


Signature

AETNA CASUALTY & SURETY COMPANY OF AMERICA
Surety Company

Monica H. Peres
Company Officer

June 10, 1997
Date

Attorney-in-Fact
Title/Position


Signature




Page 3
MR-5 (revised June 10, 1996)
Attachment B

Bond Number
Permit Number M-023-053
Mine Name Hogs Back Project

SO AGREED this 30th day of July, 1997.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

COMPLETED

AFFIDAVIT OF QUALIFICATION

On the 10th day of June, 19 97, personally appeared before me
Monica H. Peres who being
by me duly sworn did say that he/she, the said Monica H. Peres is the Attorney-in-Fact
of Aetna Casualty & Surety Co. of America and duly
acknowledged that said instrument was signed on behalf of said company by authority of its
bylaws or a resolution of its board of directors and said
Monica H. Peres duly acknowledged to me that said company
executed the same, and that he/she is duly authorized to execute and deliver the foregoing
obligations; that said Surety is authorized to execute the same and has complied in all
respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking
and obligations.

Signed: Monica H. Peres
Surety Officer

Monica H. Peres
Title: Attorney-in-Fact

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss:

Subscribed and sworn to before me this 10th day of June, 19 97.

David B. Nelson
Notary Public David B. Nelson
Residing at: Westlake, OH 44145

My Commission Expires:

11/2, 19 2000

DAVID B. NELSON
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires 11-02-00

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Mary A. Benko, Karen E. Franklin, Karin M. Lash, Gregory B. Goodrich, Jerry Kysela, Christine M. DeLuca, F. Michael LaRocca or Monica H. Peres * *

of Cleveland, OH, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Vice President, and its corporate seal to be hereto affixed this 8th day of August, 1996.

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY

By

George W. Thompson
George W. Thompson
Vice President

On this 8th day of August, 1996, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Dorothy L. Marti

My commission expires August 31, 1998

Notary Public

Dorothy L. Marti

CERTIFICATE

I, the undersigned, Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 10th day of JUNE, 1997.



By

Rose Gonsoulin
Rose Gonsoulin
Assistant Secretary

m/023/053

BOND RIDER

To be attached to and form part of a Reclamation Hogs Back Project
Bond No. [redacted], dated June 10, 2001
issued to Brush Resources, Inc.
as Principal, and Travelers Casualty and Surety Company of America
as Surety, in favor of State of Utah Department of Natural Resources
Division of Oil, Gas and Mining, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as checked below:

() Name of Principal changed to: Brush Resources, Inc.

^{XX}
() Amount of bond changed from: Forty-Seven Thousand Six-Hundred and 00/100

(\$ 47,600.00) DOLLARS,
to: \$7,700.00

(\$ 7,700.00) DOLLARS,

() Other: _____

Said Bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This Bond Rider shall become effective as of AUGUST 30, 2004

Travelers Casualty and Surety Company of America

Signed, sealed and dated January 5, 2005

By: Janet E. Kaiser
Janet E. Kaiser Attorney-in-Fact

ACCEPTED: [Signature]
By: _____

COMPLETED

RECEIVED
FEB 07 2005
DIV OF OIL, GAS & MINING

m/023/053

BOND RIDER

To be attached to and form part of a Reclamation Hogs Back Project
Bond No. [redacted], dated June 10, 2001
issued to Brush Resources, Inc.
as Principal, and Travelers Casualty and Surety Company of America
as Surety, in favor of State of Utah Department of Natural Resources
Division of Oil, Gas and Mining, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as checked below:

() Name of Principal changed to: Brush Resources, Inc.

☒ Amount of bond changed from: Forty-Seven Thousand Six-Hundred and 00/100

(\$ 47,600.00) DOLLARS,
to: \$7,700.00

(\$ 7,700.00) DOLLARS,

() Other: _____

Said Bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This Bond Rider shall become effective as of AUGUST 30, 2004

Travelers Casualty and Surety Company of America

Signed, sealed and dated January 5, 2005

By: Janet E. Kaiser
Janet E. Kaiser Attorney-in-Fact

ACCEPTED: [Signature]
By: _____

COMPLETED

RECEIVED
FEB 07 2005
DIV OF OIL, GAS & MINING

BOND RIDER

m/023/53

To be attached to and form part of a Reclamation Hogs Back Project

Bond No. [redacted], dated June 10, 2001

issued to Brush Resources, Inc.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, in favor of State of Utah Department of Natural Resources
Division of Oil, Gas and Mining

, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as checked below:

() Name of Principal changed to: Brush Resources, Inc.

(^x) Amount of bond changed from: _____

Forty Thousand Dollars (\$ 40,000) DOLLARS,

to: _____

Forty Seven Thousand Six Hundred Dollars (\$ 47,600.00) DOLLARS,

() Other: _____

Said Bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This Bond Rider shall become effective as of June 10, 2001

Travelers Casualty and Surety Company of America

Signed, sealed and dated June 21, 2001

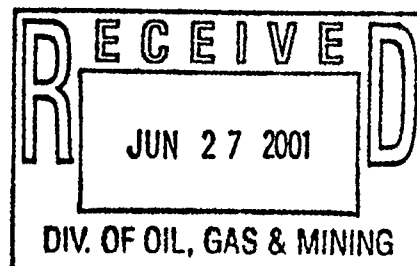
By: Janet E. Kaiser
Janet E. Kaiser

Attorney-in-Fact

ACCEPTED:

By: Lowell P. Bruffy

COMPLETED



BOND RIDER

m/023/p53

To be attached to and form part of a Reclamation Hogs Back Project

Bond No. [redacted], dated June 10, 2000

issued to Brush Wellman, Inc.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, in favor of State of Utah Department of Natural Resources
Division of Oil, Gas and Mining

, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as checked below:

(☒) Name of Principal changed to: Brush Resources, Inc.

() Amount of bond changed from: Forty Thousand and 00/100

(\$ 40,000.00) DOLLARS,

to: \$40,000.00

(\$ 40,000.00) DOLLARS,

() Other: _____

Said Bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This Bond Rider shall become effective as of March 12, 2001

Travelers Casualty and Surety Company of America

Signed, sealed and dated June 21, 2001

By: Janet E. Kaiser

Janet E. Kaiser

Attorney-in-Fact

ACCEPTED:

By: Small & Bruff

COMPLETED

